

AO 120 (Rev. 3/04)

<b>TO:</b> <b>Mail Stop 8</b> <b>Director of the U.S. Patent and Trademark Office</b> <b>P.O. Box 1450</b> <b>Alexandria, VA 22313-1450</b>	<b>REPORT ON THE</b> <b>FILING OR DETERMINATION OF AN</b> <b>ACTION REGARDING A PATENT OR</b> <b>TRADEMARK</b>
---	---

In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been  
filed in the U.S. District Court Southern District of Florida on the following ☒ Patents or ☐ Trademarks:

DOCKET NO. 10-22075-CV	DATE FILED 6/24/2010	U.S. DISTRICT COURT Southern District of Florida
PLAINTIFF Hunter Douglas, Inc.		DEFENDANT Vertilux Limited et al.
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 7191816		
2 7588068		
3		
4		
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input checked="" type="checkbox"/> Amendment <input checked="" type="checkbox"/> Answer <input checked="" type="checkbox"/> Cross Bill <input checked="" type="checkbox"/> Other Pleading
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK
1 See DE [1]	
2	
3	
4	
5	

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT
--------------------

CLERK Steven M. Larimore	(BY) DEPUTY CLERK Autumn Sandoval	DATE 6/24/2010
-----------------------------	--------------------------------------	-------------------

Copy 1—Upon initiation of action, mail this copy to Director    Copy 3—Upon termination of action, mail this copy to Director  
Copy 2—Upon filing document adding patent(s), mail this copy to Director    Copy 4—Case file copy

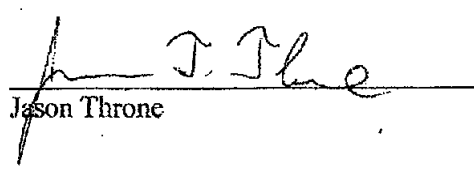
Of Counsel:

Dale Lischer  
Georgia Bar No. 452027.  
dlischer@sgrlaw.com  
Elizabeth G. Borland  
Georgia Bar No. 460313  
egborland@sgrlaw.com  
SMITH, GAMBRELL & RUSSELL, LLP  
Suite 3100, Promenade II  
1230 Peachtree Street, N.E.  
Atlanta, Georgia 30309-3592  
(404) 815-3500  
Fax: (404) 815-3509

**VERIFICATION**

I, Jason Throne, Intellectual Property General Counsel for North America for Hunter Douglas, Inc., declare under penalty of perjury that I have reviewed the Verified Complaint and that the facts contained therein are true and correct to the best of my knowledge, information and belief.

Date: 6-21-10

  
\_\_\_\_\_  
Jason Throne

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

Case No.

HUNTER DOUGLAS, INC., a Delaware	)
Corporation	)
	)
Plaintiff,	)
	)
v.	)
	)
VERTILUX LIMITED, a Florida Limited	)
Partnership, and VERTILUX	)
MANAGEMENT, INC., a Florida	)
Corporation,	)
	)
Defendant.	)
	)

---

**VERIFIED COMPLAINT**

COMES NOW Plaintiff Hunter Douglas, Inc. ("Hunter Douglas" or "Plaintiff") and for its Complaint against Defendants Vertilux Limited and Vertilux Management, Inc. (collectively, "Defendants"), states as follows:

**PRELIMINARY STATEMENT**

Hunter Douglas brings claims against Defendants for infringement of certain patents owned by Hunter Douglas in violation of 35 U.S.C. § 271. Accordingly, Hunter Douglas seeks, among other relief, a permanent injunction to prevent Defendants from importing into the United States and distributing, offering to sell, and selling within the United States any products that infringe Hunter Douglas' patents; damages in the form of lost profits and/or a reasonable royalty; treble damages for willful infringement; and the reasonable attorney's fees and costs incurred in prosecuting this action.

### **THE PARTIES**

1. Hunter Douglas is a corporation organized and existing under the laws of Delaware with a principal place of business located at 2 Park Way, Upper Saddle River, New Jersey 07458.

2. Upon information and belief, Defendant Vertilux Limited is a limited partnership organized and existing under the laws of the State of Florida with a principal place of business at 7300 NW 35<sup>th</sup> Terrace, Miami, Florida 33122.

3. Upon information and belief, Defendant Vertilux Management, Inc. is a corporation organized and existing under the laws of the State of Florida with a principal place of business at 7300 NW 35<sup>th</sup> Terrace, Miami, Florida 33122, and is the general partner of Defendant Vertilux Limited, making it a proper party to this lawsuit pursuant to Section 620.1405, Florida Statutes.

4. Upon further information and belief, Defendants can be served with process through their common registered agent Mitchell Seth Polansky, P.A., 999 Brickell Avenue, Suite 600, Miami, Florida 33131.

### **JURISDICTION AND VENUE**

5. This Court has jurisdiction over the subject matter of this action pursuant to the provisions of 15 U.S.C. § 1121; and 28 U.S.C. §§ 1331(a), 1338, and 1367.

6. This Court has personal jurisdiction over Defendants because Defendants reside in and/or conduct business in the Southern District of Florida, and/or have committed a tortious act within this District.

7. A substantial part of the unlawful acts and violations hereinafter described have occurred and are occurring within the Southern District of Florida, the interstate trade and

commerce hereinafter described is affected, in part, within the Southern District of Florida, and each of the Defendants resides within the Southern District of Florida. Therefore, venue is appropriate in this Court pursuant to the provisions of 28 U.S.C. §§ 1400(b) and 1391.

**FACTS COMMON TO ALL COUNTS**

8. The allegations of Paragraphs 1 to 7 are incorporated by reference and realleged as if fully set forth herein.

9. Hunter Douglas manufactures a full array of custom window covering products, including roman shades, honeycomb or "cellular" shades, pleated shades, vertical blinds, miniblinds, woodblinds, shutters, and window shadings, and is known as an innovator in the custom window coverings field.

10. Hunter Douglas distributes its window coverings products throughout the United States and around the world, and has numerous patents that embody the fruits of its inventions.

11. Hunter Douglas is the owner of U.S. Patent Nos. 7,191,816 and 7,588,068 (collectively, the "Asserted Patents").

12. The Asserted Patents are directed to retractable window coverings that include a support structure with a plurality of collapsible horizontally extending vanes. When such a covering is in an open condition, the lower edges of the vanes can be moved to define openings or gaps between the vanes through which vision and light can pass.

13. Since 2007, Hunter Douglas has manufactured, distributed, sold, and offered to sell products that incorporate the inventions claimed and described in the Asserted Patents under the trademark PIROUETTE®. A true and correct copy of sales literature describing Hunter Douglas' patented PIROUETTE® products is attached as Exhibit A.

14. There is a substantial demand for Hunter Douglas' PIRouETTE® window covering products.

15. Upon information and belief, Vertilux Limited, without permission or license from Hunter Douglas, has imported into the United States and has offered to sell, distributed and sold to customers in the United States window coverings that incorporate the inventions claimed and described in the Asserted Patents ("Accused Window Coverings"). True and correct copies of photographs of Accused Window Coverings offered for sale in the United States by Vertilux Limited are attached as Exhibit B.

16. Upon information and belief, Vertilux Management, Inc., is the general partner of Vertilux Limited and, pursuant to section 620.1404, Florida Statutes, is jointly and severally liable for the damages sought herein.

### **COUNT I**

#### **INFRINGEMENT OF THE '816 PATENT**

17. The allegations set forth in paragraphs 1 through 16 are incorporated by reference and realleged as if fully set forth herein.

18. On March 20, 2007, U.S. Patent No. 7,191,816 (the "'816 Patent") for a "Retractable Shade with Collapsible Vanes" was duly and legally issued. The '816 Patent has been at all times since the date of issue, valid and enforceable. A true and correct copy of the '816 Patent is attached as Exhibit C.

19. Hunter Douglas is the owner by assignment of all right, title and interest in and to the '816 Patent, including all right to recover for any and all past infringement thereof.

20. Upon information and belief, without permission or license from Hunter Douglas, Vertilux Limited has imported the Accused Window Coverings into the United States, and/or has

offered to sell, distributed and sold the Accused Window Coverings to customers in the United States.

21. The Accused Window Coverings incorporate the inventions claimed and described in at least claims 1, 14, and 16 of the '816 Patent.

22. By importing into the United States, and offering to sell, distributing, and selling the Accused Window Coverings to customers in the United States, Vertilux Limited is directly infringing the claims of the '816 Patent.

23. Upon information and belief, Vertilux Limited, with specific intent, has actively induced its customers to infringe the '816 Patent, and has thus infringed the '816 Patent under 35 U.S.C. § 271(b).

24. Upon information and belief, the acts of Vertilux Limited complained of herein have been committed intentionally and willfully, with knowledge of Hunter Douglas' rights in the '816 Patent.

25. Upon information and belief, Vertilux Limited will not cease such tortious acts unless enjoined by this Court.

26. Vertilux Limited's acts of infringement have and will continue to damage Hunter Douglas, and Hunter Douglas has no adequate remedy at law.

27. Vertilux Management, Inc., as general partner of Vertilux Limited, is jointly and severally liable for the acts of infringement by Vertilux Limited.

## **COUNT II**

### **INFRINGEMENT OF THE '068 PATENT**

28. The allegations of Paragraphs 1 to 16 are incorporated by reference and realleged as if fully set forth herein.



29. On September 15, 2009, U.S. Patent No. 7,588,068 (the "'068 Patent") for a "Retractable Shade with Collapsible Vanes" was duly and legally issued. The '068 Patent has been at all times since the date of issue, valid and enforceable. A true and correct copy of the '068 Patent is attached as Exhibit D.

30. Hunter Douglas is the owner by assignment of all right, title and interest in and to the '068 Patent, including all right to recover for any and all past infringement thereof.

31. Upon information and belief, without permission or license from Hunter Douglas, Vertilux Limited has imported the Accused Window Coverings into the United States, and/or has offered to sell, distributed and sold the Accused Window Coverings to customers in the United States.

32. The Accused Window Coverings incorporate the inventions claimed and described in at least claims 1, 7, 10, 11, and 12 of the '068 Patent.

33. By importing into the United States, and offering to sell, distributing, and selling the Accused Window Coverings in the United States, Vertilux Limited is directly infringing the claims of the '068 Patent.

34. Upon information and belief, Vertilux Limited, with specific intent, has actively induced its customers to infringe the '068 Patent, and has thus infringed the '068 Patent under 35 U.S.C. § 271(b).

35. Upon information and belief, the acts of Vertilux Limited complained of herein have been committed intentionally and willfully, with knowledge of Hunter Douglas' rights in the '068 Patent.

36. Upon information and belief, Vertilux Limited will not cease such tortious acts unless enjoined by this Court.

37. Vertilux Limited's acts of infringement have and will continue to damage Hunter Douglas, and Hunter Douglas has no adequate remedy at law.

38. Vertilux Management, Inc., as general partner of Vertilux Limited, is jointly and severally liable for the acts of infringement by Vertilux Limited.

**DEMAND FOR JURY TRIAL**

Plaintiff Hunter Douglas hereby demands a trial by jury of all issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE, Hunter Douglas prays that judgment on all claims of the Complaint be entered for Hunter Douglas and against Defendants;

WHEREFORE, Hunter Douglas also prays for the following:

(a) that Defendants be ordered to account to Hunter Douglas for the actual damages suffered by Hunter Douglas as a result of Vertilux Limited's acts of infringement of the Asserted Patents, as set forth in this Complaint, the exact extent of which cannot be determined by Hunter Douglas;

(b) that Defendants, their subsidiaries and all affiliated companies, their officers, agents, servants, representatives, employees, attorneys, successors, assigns, heirs, and all persons acting in concert or participation with them, be permanently enjoined from:

(1) using, manufacturing, importing, having manufactured by a third party, selling, or offering to sell in the United States the Accused Window Coverings or any other retractable shade with collapsible vanes that directly infringes any of the Asserted Patents;

(2) actively inducing any other person to infringe any of the Asserted Patents;  
and

- (3) performing any further acts of infringement of any of the Asserted Patents;
- (d) that in the event that damages are awarded, Defendants be ordered to pay Hunter Douglas three times the damages suffered by reason of Vertilux Limited's willful and intentional infringement of the Asserted Patents, as set forth in this Complaint;
- (e) that the Court find this case to be exceptional under 35 U.S.C. § 285 and award Hunter Douglas its reasonable attorney's fees for having to bring this action to preserve its rights in the Asserted Patents and enjoin Defendants' willful infringement of the Asserted Patents;
- (f) that Defendants be ordered to deliver up for destruction all Accused Window Coverings and all other infringing retractable shades with collapsible vanes in their possession or control in the United States;
- (g) that Hunter Douglas be awarded its costs associated with bringing this action to preserve its rights in the Asserted Patents;
- (h) that Hunter Douglas be awarded prejudgment interest; and
- (i) that Hunter Douglas be granted such other and further relief as this Court may deem just and proper.

Dated: June 24, 2010.

Respectfully submitted,

/s/ Scott S. Gallagher

Scott S. Gallagher (FL Bar No. 371970)  
sgallagher@sgrlaw.com  
SMITH, GAMBRELL & RUSSELL, LLP  
Bank of America Tower  
50 North Laura Street, Suite 2600  
Jacksonville, Florida 32202  
Telephone: (904) 598-6100  
Facsimile: (904) 598-6300